

OPERATORS' TERMS AND CONDITIONS FOR PARTICIPATION

By participating in land leasing services conducted by US Farm Lease, L.C. ("USFL") on its website ("Website"), you are expressly agreeing to the following terms and conditions ("TAC"):

Relationship Between USFL and Landowners or their Representatives

All of the lease offerings available on the Website will be conducted wholly by individual, independent landowners ("Landowners") over whom USFL has no control. With respect to the Landowners, USFL and the Website simply facilitate the connection between the Landowners and potential operators ("Operators"). USFL does not evaluate the quality of the properties offered by the Landowners or verify the claims made by the Landowners regarding their properties. USFL shall not be liable for any damages whatsoever resulting from business conducted by the Landowners using the Website.

Eligibility

Use of the Website is limited to persons that can lawfully enter into and form contracts under applicable law. Without limiting the generality of the foregoing, minors may not use the Website. Every person who uses the Website hereby represents to USFL that he or she is not a minor, is at least eighteen (18) years of age, and may otherwise enter into and form binding contracts under applicable law.

Website Access

You may not download (other than page caching) or modify the Website or any portion of it, without USFL's express, written consent. This includes: a prohibition on any resale or commercial use of the Website or its contents; on any collection or use of any product listings, descriptions, or prices; on any derivative use of the Website or its contents; on any downloading or copying of account information for the benefit of another person; on and any use of data mining, robots, or similar data gathering and extraction tools. The Website or any portion of the Website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without USFL's express, written consent. You may not frame or utilize framing techniques to enclose any logo or other proprietary information (including images, text, page layout, or form) available on the Website without USFL's express, written consent. You may not use any meta tags or any other 'hidden text' utilizing any proprietary information available on the Website without USFL's express, written consent.

Online Conduct

You agree to use the Website only for lawful purposes. You are prohibited from posting on or transmitting through the Website any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially objectionable, ethnically objectionable, or otherwise objectionable material of any kind, including but not limited to any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. If USFL is notified of allegedly infringing, defamatory, damaging, illegal, or offensive content provided by you, USFL may investigate the allegation and determine in its sole discretion whether to remove or request the removal of such content from the Website. USFL may disclose any content or electronic communication of any kind (i) to satisfy any law, regulation, or government request; (ii) if such disclosure is necessary or appropriate to operate the Website; or (iii) to protect the rights or property of you or USFL.

System Integrity

You may not use any device, software, or routine to interfere or attempt to interfere with the proper working of the Website or any transaction conducted on the Website. You agree that you will not use any device, software, or routine to interfere with the proper working of the Website.

Finality of All Sales

Unless otherwise stated by a Landowner in a lease offering, placing a bid or proposal is a legally binding obligation and all sales are final. Unless otherwise stated by a Landowner in a lease offering, there are no returns or exchanges. All properties are leased as they are, where they are, despite any faults, imperfections, omissions, or errors in the written descriptions, photographs, or maps. Due diligence in verifying the condition and description of a property is the sole responsibility of the Operator prior to placing any bid or proposal on the Website.

Prompt Payment Required

If you are the Landowner, you agree to pay any fees for offering and leasing your property as assigned by USFL at the time and in the manner designated by USFL. Failure to make such payment shall be deemed to be a breach of the TAC, and USFL may exercise all available legal options in attempting to collect payment.

If you are the selected Operator, you agree to pay the amount of your bid or proposal plus all applicable fees, taxes, and charges at the time and in the manner designated by USFL. Failure to make such payment shall be deemed to be a breach of the TAC, and the Landowner or USFL may exercise all available legal options in attempting to collect payment.

Password Security

Your password may be used only to access the Website, conduct the business of creating lease offerings or making bids or proposals on properties, electronically sign your transactions, and review your completed transactions. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your account) and are solely responsible for any use of or action taken using your username and password on the Website. If your password is compromised, you must change your password.

Third Party Content, Sites and Services

The Website may contain features and functionalities that may link you or provide you with access to third party content which is completely independent of USFL, including but not limited to websites, directories, servers, networks, systems, information, databases, applications, software, programs, and products or services. Your interactions with organizations and/or individuals found on or through the Website, including payment and delivery of goods or services and any other terms, conditions, warranties or representations associated with such dealings, exist solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. USFL shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on the Website, or between users and any third party, you understand and agree that USFL is under no obligation to become involved. In the event that you have a dispute with one or more users, you hereby release USFL, its officers, employees, agents and successors from claims, demands, and damages (actual and consequential) of every kind or nature,

known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes.

Termination of Service

If USFL believes or holds evidence that you have acted inconsistently with the letter or spirit of the TAC, USFL, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to the Website immediately and without notice. Further, you agree that USFL shall not be liable to you or any third-party for any termination of your access to the Website.

Applicable Law

By visiting the Website, you agree that the laws of the State of Iowa, without regard to principles of conflict of laws, will govern the TAC and any dispute of any sort that might arise between you and USFL.

Disclaimer of Warranties

YOU AGREE THAT USE OF THE WEBSITE IS ENTIRELY AT YOUR OWN RISK. UNLESS SPECIFIED OTHERWISE BY USFL IN WRITING, THE WEBSITE IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND WITH RESPECT TO LEASE OFFERINGS. UNLESS SPECIFIED OTHERWISE BY USFL IN WRITING, ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, USFL DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE USE OF THE WEBSITE.

Limitations of Liability

USFL SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM ANY ASPECT OF YOUR USE OF THE WEBSITE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE WEBSITE, FROM INABILITY TO USE THE WEBSITE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE WEBSITE.

Arbitration

YOU AGREE THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE TAC OR THE WEBSITE SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY SUCH CONTROVERSY OR CLAIM SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND SHALL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. THE ARBITRATION SHALL BE CONDUCTED IN DES MOINES, IOWA, AND JUDGMENT ON THE ARBITRATION AWARD MAY BE ENTERED INTO ANY COURT HAVING JURISDICTION THEREOF. EITHER YOU OR USFL MAY SEEK ANY INTERIM OR PRELIMINARY RELIEF FROM A COURT OF COMPETENT JURISDICTION IN DES MOINES, IOWA, IF NECESSARY TO PROTECT THE RIGHTS OR PROPERTY OF YOU OR USFL PENDING THE COMPLETION

OF ARBITRATION. YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF THE TAC.

AS AN OPERATOR, YOU MUST AGREE THAT:

-You assure USFL and Landowners that you have the financial and managerial ability to comply with the lease terms, as you will be held responsible under penalty of law.

-You will not contact the Landowners during the lease offering process. If a Landowner chooses you as a potential operator, s/he or his/her representative will contact you after the solicitation period has ended. Any contact that you initiate with the Landowner before you are contacted by the Landowner will render you ineligible to be considered for that property and potentially any other properties offered by USFL.

-The administrative fee for winning a lease offered through USFL is 4% of the first year's rent split between the Landowner and Operator at 2% each. Subsequent year's rent for cash rent leases will be 2% paid by the operator. For other lease types, the fees are \$6.00/leased acre for the first year and \$4.00/leased acre for each subsequent year. USFL will bill you for this amount if you are selected by a Landowner.

- Discrimination based upon race, sex, creed, color, religion, or origin of birth is prohibited by anyone using USFL.

-You are at least 18 years of age.